

## MORTGAGE RECORD No. 79

and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

FIRST, That said parties of the first part shall pay to the party of the second part, its successors or assigns,

Two Hundred and no/100	(\$200.00)	Due April 1, 1936
Two Hundred and no/100	(\$200.00)	" April 1, 1937
Fifty-five Hundred and no/100	(\$5,500.00)	" April 1, 1938

with interest thereon, payable semi-annually from April 1, 1935 according to the terms of three promissory notes, all signed by said parties of the first part, payable to the order of BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, bearing even date herewith.

SECOND, That in consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said notes hereby secured, or against this mortgage, or against the owner of said notes and/or mortgage on account of the debt hereby secured. However, if such taxes and assessments when added to the interest shall exceed ten per cent per annum upon the principal of the debt hereby secured, said parties of the first part herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said notes contracted to be paid shall equal ten per cent per annum on the principal of the debt hereby secured.

THIRD, That said parties of the first part agree to pay all taxes and all special assessments levied or assessed against or due upon said real estate before delinquency and to procure, maintain and deliver to said party of the second part, its successors, or assigns, fire, lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than \$1,000.00, with loss payable to the said party of the second part as mortgagee, its successors or assigns, as its or their interests may appear; and shall keep the buildings and other improvements upon said premises in good repair and condition.

FOURTH, That if said insurance is not promptly effected, and maintained, or if such taxes and special assessments shall not be paid before delinquency, said party of the second part, its successors or assigns, (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance, and may pay said taxes and/or special assessments, and all such payments, with interest thereon at the rate of ten per cent per annum, from the respective dates of payment, shall be a lien against said premises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them, or any part thereof, for the space of ten days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real estate, or against the notes hereby secured, or against this mortgage, before delinquency, or in case said part of the first part shall fail to keep or perform any of the covenants, conditions or agreements contained in this mortgage or in the notes hereby secured, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less interest for the unexpired time, shall, at the option of said party of the second part, its successors or assigns, become at once due and payable, without further notice, and then this mortgage may be foreclosed and the mortgaged premises sold in one body. The notes secured by this mortgage shall, after maturity (whether the same mature by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained), bear interest at the rate of ten per cent per annum until paid.

SIXTH, That if an action is commenced to foreclose this mortgage, said party of the second part, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, and such receiver shall have the right to take immediate possession of, and control and preserve the mortgaged property, and to collect the rents and profits thereof, for the payment of the debt hereby secured, and said receiver's costs and expenses, and may perform and discharge all duties of a receiver.

SEVENTH, That this mortgage, and the notes secured hereby without regard to the place of execution or delivery, are made under, and shall be construed by and according to the laws of the State of Kansas.

If the foregoing conditions are fully performed, then this conveyance shall become void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set out hands.

Signed in the Presence of

W. A. Schaal  
Geo. W. Kuhne

Charles E. Howard  
Maude M. Howard

STATE OF KANSAS, )  
County of DOUGLAS ) ss.

On this 5 day of April, 1935 before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Charles E. Howard, and Maude M. Howard, his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that they executed said instrument and that the execution of the same is their voluntary act and deed.

WITNESS my hand and Notarial Seal at Lawrence in said County, the day and year last above written.

(SEAL)

My commission expires \_\_\_\_\_ My commission expires April 25, 1935.

W. A. Schaal  
Notary Public.

Recorded April 5, 1935 at 10:40 A.M.

Register of Deeds.

Receiving No. 370

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Burk Edwards and Maggie M. Edwards, his wife, and E. B. Moore and Ada Frances Moore, his wife dated the 1st day of February, A. D. 1921, which is recorded in Book 62 of Mortgages, page 73, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 15th day of December, A. D. 1934

Anna Hiatt Hill

STATE OF KANSAS )  
Douglas County, ) ss:

BE IT REMEMBERED, That on this 15th day of December A. D. 1934 before me, the undersigned, a Notary Public, in and for said County and State, came Anna Hiatt Hill to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the

*Handwritten notes:*  
Know All Men By These Presents, That the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Charles E. Howard, and Maude M. Howard, his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that they executed said instrument and that the execution of the same is their voluntary act and deed.  
Dated this 5th day of April, A. D. 1935  
W. A. Schaal  
Notary Public

*Vertical stamp:*  
THIS MORTGAGE  
WAS RECORDED  
ON THE ORIGINAL  
MORTGAGE  
FILED IN THE  
OFFICE OF THE  
REGISTER OF DEEDS  
OF DOUGLAS COUNTY,  
KANSAS  
APRIL 5, 1935  
W. A. SCHAAL  
NOTARY PUBLIC